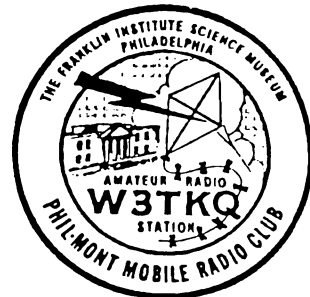


The Phil-Mont Mobile Radio Club, Inc.

Post Office Box 88, Abington, Pennsylvania 19001



In daily operation since 1952.

NOVEMBER 22, 1996

TO: ALL OFFICERS OF PHIL-MONT
FROM: REPEATER TRUSTEE, W3BBB
SUBJECT: PROPOSED REPEATER RELOCATION

ATTACHED IS A COPY OF A PROPOSED AGREEMENT WITH THE CITY OF PHILADELPHIA RE: OUR FUTURE OCCUPANCY OF THE TOWER SITE AT RIDGE AND PORT ROYAL AVES (COMMONLY KNOWN AS THE ROXBOROUGH RESIVOIR SITE)

THIS INFORMATION AND ANY RELATED DISCUSSION MUST REMAIN CONFIDENTIAL-- FOR THE MOMENT. ANY COMMUNICATIONS ON THE SUBJECT SHOULD BE BY TELEPHONE.

PLEASE READ IT CAREFULLY WITH REGARD TO ANY RESTRICTIONS OR OMISSIONS IT MAY HAVE FROM OUR VIEWPOINT. LEGAL OPINIONS ARE THE RESPONSIBILITY OF HENRY PLATT, W3UI. DICK MOLL, W3RM WILL INVESTIGATE THE INSURANCE REQUIREMENTS AND DETERMINE HOW OUR EXISTING POLICY MIGHT FILL THE CITY REQUIREMENTS. YOUR OPINIONS MAY BE VOICED AT MID-MONTH MEETING, DECEMBER 18, 1996. EITHER YOUR ATTENDANCE OR YOUR COMMENTS ARE REQUESTED FOR THAT MEETING.

SEVERAL POINTS HAVE ALREADY BEEN BROACHED. SECTION 20 B.(b) WITH REFERENCE TO "BOND" WILL BE REMOVED. AN ADDITONAL SECTION DEALING WITH OUR OCCUPANCY OF THE BUILDING PRESENTLY CONTAINING CITY RADIO EQUIPMENT WILL BE ADDED. NO MENTION OF PAYMENT FOR ELECTRICITY WIL BE MADE FROM OUR END--FOR OBVIOUS REASONS. CITY SOLICITOR'S OFFICE HAS BROUGHT UP THE POINT THAT THIS SAME TYPE OF AGREEMENT WOULD LIKELY BE PUT FORTH FOR OUR CONTINUED PRESENCE AT WHAT IS PRESENTLY CALLED 1 PARKWAY WHEN THE CITY TAKES FINAL POSESSION.

W3UI AND N3FVI ARE TO BE COMPLIMENTED FOR THEIR CONTINUED EFFORTS TO BRING THIS MOVE TO A NEW LOCATION TO A HEAD. ANY QUESTIONS YOU MAY HAVE CAN BE DIRECTED TO JIM SPENCER, W3BBB, AT 215-362-5172.



Repeaters: 147.030 MHz
444.800 MHz

REVOCABLE LICENSE AGREEMENT
FOR TOWER SPACE

THIS AGREEMENT, made this day of A.D., 1996,
by and between THE CITY OF PHILADELPHIA, hereinafter called "City" or
"Licensor", and PHIL-MONT MOBILE RADIO CLUB INC., a _____
corporation, hereinafter called "PMRC" or "Licensee";

WITNESSETH

WHEREAS, Licensee desires to attach, operate and maintain a repeater to a
certain telecommunications tower owned by the City of Philadelphia for amateur
radio operators with necessary appurtenances to transmit and distribute amateur
radio telecommunications.

WHEREAS, Licensor has agreed to permit Licensee the limited and revocable
right to construct, install, operate and maintain such improvements, subject to the
conditions and requirements set forth herein;

NOW, THEREFORE, intending to be legally bound hereby, the parties
mutually covenant and agree as follows:

1. Rights & Privileges.

A. Licensor hereby grants to Licensee, its employees, contractors and
subcontractors the limited and revocable license to attach, operate and maintain an
amateur radio repeater, with necessary lines, cables and other appurtenances
(repeater"), to a certain telecommunications tower ("tower") owned by the City of
Philadelphia and located on Ridge and Port Royal Avenues in Roxborough.
Licensee will provide all mounting hardware necessary for installation.

B. The repeater shall be used solely to transmit, receive, and distribute non-commercial amateur radio telecommunications. The repeater shall not, however, be used to provide commercial radio or telecommunications services to subscribers within the City of Philadelphia or any "cable service," as that term is defined in the Telecommunications Act of 1996 [Pub. L. No 104-104] § 602(6)(B). By executing this agreement, Licensee acknowledges and expressly agrees not to use the repeater for such "cable service" to any resident of the City of Philadelphia unless Licensee enters into a cable franchise agreement with the City of Philadelphia or pays an equivalent franchise fee if operating an open video system. Furthermore, Licensee shall not use or affect the microwave frequencies in the 2GHz spectrum in any way.

2. Term / Termination.

The term of the limited rights granted herein shall commence on the date first written above for a period of one (1) year and thereafter on a month to month basis. However, Licensor shall have the right to terminate this agreement for any reason, in its sole discretion, upon sixty (60) days notice ("Termination Notice"). Within sixty (60) days of the Termination Notice, Licensee, at its sole cost and expense, shall remove the repeater and restore the tower to as good a condition as before the installation of the repeater.

3. Compliance with Laws

Licensee shall comply with all laws, statutes, ordinances, rules and

regulations of the United States, the Commonwealth of Pennsylvania, the City of Philadelphia and all local agencies with jurisdiction, now in force or which hereafter may be promulgated, regulating the construction, installation, operation, maintenance and use of telecommunications towers and equipment and the right of occupancy and use in, under, over, across and through the property of the City of Philadelphia, including the provisions of Chapters 9-300, 11-200 and 11-600 of the Philadelphia Code.

4. Approvals and Permits

Before any construction or installation is commenced pursuant to the provisions of this Agreement, Licensee, at its sole cost and expense, shall secure all necessary permits, licenses and approvals from all appropriate local, state and Federal departments, agencies, boards or commissions as may be required by law.

5. Warranties & Representations.

A. Licensee warrants and represents that its repeater shall be constructed and installed in accordance with the conditions, requirements and under the supervision of the Department of Communications, and shall be used exclusively in the conduct of Licensee's amateur radio ^{SERVICE} ~~business~~.

6. Tower Studies. Licensee agrees to reimburse Licensor for the cost of all necessary tower studies, if applicable, to determine the feasibility of placing a radio repeater on the tower. Should Tower modification be required, the cost of all such modifications shall be borne by Licensee. Licensee shall submit plans and specifications to Licensor for written approval prior to commencement of any

modification. Licensor shall conduct a Tower inspection upon completion of modifications to insure work compliance. Should Tower inspection identify non-conforming work, Licensee shall correct such non-conforming work after which Licensor will conduct another tower inspection to approve the corrections. Cost of the aforementioned tower inspections and work corrections shall be at the sole cost and expense of Licensee.

7. Installation Plans. Licensee may commence work only after Licensor has approved all plans and specifications in writing. Licensee agrees to comply with all of Licensor's requirements.

8. Standard for Performance. Licensee, at its sole cost and expense, shall cause the approved work to be done and completed in a good, substantial and workmanlike manner, free from faults and defects, and in compliance with all legal and technical requirements, and shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating activities related to work.

9. Payments of Costs and Expenses. Licensee shall provide and pay for all labor, materials, goods and supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper installation of the repeater. Licensee shall promptly pay when due all costs and expenses incurred in connection with the work. Licensee shall pay all sales, consumer, use and similar taxes required by law in connection with the work, if applicable, and shall secure and pay for all permits, fees and licenses necessary for

the performance of the work.

10. Licensee's Repairs. Licensee shall maintain in a good state of repair and in good operating conditions its repeater and other equipment, all in accordance with good engineering practices and applicable governmental rules and regulations. In the event inspection, maintenance or repairs to Licensee 's repeater and equipment are required, Licensee shall use qualified technicians and submit for Licensor's approval the names of technicians or contractors proposed to make necessary ascents and descents of Licensor's Tower.

11. Interference. Licensee shall at all times exercise the greatest care and judgement to prevent damage to the services and equipment of Licensor and other parties occupying tower space. Licensee will cause its engineers to verify by frequency search that its signal will not interfere with radiating or receiving the facilities of Licensor or others using Licensor's property as of the date of execution of this License Agreement and Licensee 's frequencies shall not interfere with any future user of the tower. Licensee further agrees that it will supply Licensor with a twenty-four (24) hour phone number and contact person, so that in the event that the Licensee 's equipment interferes with the proper operation of emergency communications or other City or third party communications systems, the Licensee will be notified. Upon notification of said interference by Licensor, Licensee will either cure the interference or disable its equipment within a two (2) hour period of time. Licensor and Licensee will then exercise their best efforts to diligently resolve such problems. In the event Licensee is unsuccessful in its efforts to repair the

problem, Licensor may terminate this agreement immediately.

12. Surrender of Premises. Upon expiration or termination of the License, Licensee, at its own costs and expense, shall completely remove or have removed, all structures, including the repeater and associated mounting brackets and transmission equipment and restore the Licensed premises to its original condition.

13. Costs of Construction, Maintenance, Operation and Repair

Licensee agrees to be solely responsible for the costs to construct, install, operate, repair, maintain, remove and relocate its repeater. Licensee shall perform all work in a professional and workmanlike manner and shall, at all times, keep and maintain the same in good and safe condition, repair and operating order. Licensee shall restore at its own expense any area affected by such work. Licensee shall assume the costs of all changes and adjustments to, relocation or abandonment of and disruption or interference with all utilities and structures wherever located which are required or occur by reason of the construction, installation, operation, maintenance use, repair, replacement and removal of Licensee's repeater.

14. Licensee's Right of Entry

Licensor hereby grants to Licensee the right of access, ingress and egress for the purpose of inspection, maintenance, alteration, relocation, repair or reconstruction of any of their Licensees facilities. Licensee further agrees to reimburse all lawful occupiers of the tower for the cost of relocating any of their facilities or equipment necessitated by the construction, installation, operation,

maintenance and use of Licensee's repeater.

15. Removal or Relocation of Repeater

Licensee agrees that its repeater shall be removed and/or relocated from the tower, or any portion thereof, at any time, at the sole cost and expense of Licensee, and without cost or expense to Licenser, when the space so occupied by the same shall be needed for any reason. Licensee shall make no claim for costs or damages against Licenser by reason of such removal and/or relocation. In the event that Licensee is required to remove its repeater, Licenser shall provide Licensee with written notice, at least sixty (60) days prior to any required action of Licensee to relocate its repeater. Within sixty (60) days after service of notice by Licenser, Licensee shall remove its repeater, and restore the Tower to the satisfaction and approval of the City Director of Communications, or other affected department, board, commission or agency, at its sole cost and expense, and without cost or expense to the City.

It is further agreed that if Licensee shall in any manner violate the terms and conditions of this Agreement, or any applicable laws, ordinances, rules or regulations, Licenser may remove all or any portion of Licensee's repeater and restore the Approved Route at Licensee's cost and expense.

In the event Licensee shall fail to fully comply with any notice of violation or notice to remove and/or relocate its repeater from the tower, any portion thereof, or any unauthorized location, the Licenser shall have the right and privilege, at its option, to remove the same and to restore all affected property to its satisfaction and

approval, and Licensee shall, upon demand, pay Licensor all costs and expenses incurred in such removal and restoration, and all other costs incidental thereto.

16. Indemnification.

Licensee agrees to release and to fully indemnify, protect, defend and hold harmless Licensor, its officers, employees, agents, departments and commissions from all liability and from all losses, costs (including litigation costs and counsel fees), claims, suits, actions, damages and expenses of every name and description, including but not limited to those in connection with loss of life, bodily and personal injury or damage to property arising in whole or in part by reason of the installation, maintenance, use, renewal, replacement, relocation, demolition, repair or removal of Licensee's repeater and the restoration of the tower or by the acts or omissions of the employees or agents of Licensee in connection with the repeater; and, to pay or cause to be paid to the City, upon demand, the amount of such loss or damage and all costs and expenses incidental thereto, whether defended by Licensor or Licensee.

Licensee shall further hold Licensor, all its departments, agencies, officers and employees harmless for any damage to Licensee's repeater. Licensee shall also indemnify and hold harmless Licensee^α for any damage or interference to third party equipment located or to be located on the tower.

17. Licensor Not Liable for Interruption of Service

Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's repeater, or for any

special, indirect or consequential damages arising in any manner, including Licensor's negligence, out of Licensee's use of the telecommunications tower or Licensor's actions or omissions in regard thereto.

18. Insurance

Licensee shall obtain and/or maintain in full force and effect the following insurance covering all risks associated with the construction, installation, placement, operation, maintenance, use, renewal, replacement, relocation, repair or removal of Licensee's repeater on the City's tower.

(a) A Comprehensive General Liability Insurance Policy, including Completed Operations, Independent Contractors and Contractual Liability coverage. Said policy of insurance shall have a minimum combined single limit, unless otherwise specified, or \$1,000,000.00 per occurrence Bodily Injury and Property Damage, and such insurance shall name the City of Philadelphia as an additional insured.

(b) An Automobile Liability Insurance Policy covering any automobile, owned, non-owned. Said policy of insurance to have a minimum combined single limit, unless otherwise specified, of \$1,000,000.00 per occurrence Bodily Injury and Property Damage.

(c) A Worker's Compensation and Employer's Liability Insurance with a Statutory Limit for Worker's Compensation and Employer's Liability subject to limits of at least \$500,000.00 each accident for bodily injury by accident, \$500,000.00

policy limit for bodily injury by disease and \$500,000.00 each employee for bodily injury by disease.

Such insurance shall not be canceled, modified or permitted to expire unless and until at least thirty (30) days prior written notice is given to the City. Licensee shall provide Licensor certificates of insurance evidencing such coverage prior to the installation of Licensee's repeater and shall, upon the request of the City, provide the City within one week of such request, with a copy of such insurance policy or policies, certified to be a true and complete copy by the insurance carrier. Prior to the expiration of such policy or policies, Licensee shall deliver to the City, a certificate or certificates evidencing a replacement policy or policies to become immediately effective upon the termination of the previous policy or policies. The insurance requirements set forth in this clause shall in no way be intended to modify, limit or reduce the indemnifications herein made by Licensee to the City or to limit Licensee's liability hereunder to the proceeds of or premiums due upon the policies of insurance required to be maintained by Licensee hereunder.

19. Abandonment by Licensee

Should Licensee abandon the use of the repeater, its interests shall cease. This License and all rights granted to Licensee under this agreement shall be deemed abandoned in their entirety if Licensee has not begun installing its repeater on the tower within a period of two (1) year from the date hereof. Following installation, Licensee's repeater shall be deemed abandoned if it is not used for a continuous period of six (6) consecutive months.

Calculations of any period of abandonment shall exclude any period during which Licensee's repeater is not used because of acts of God, fire, floods, water, the elements, war, invasion, strikes, lockouts, sabotage, accidents or because of any cause beyond the control of Licensee, including temporary dislocation in connection with a public improvement or facility. In the event of abandonment, Licensee shall remove its repeater and other appurtenances from the tower, if so requested by City, and shall restore the tower to the satisfaction and approval of the Department of Communications. Should Licensee fail to remove its repeater and appurtenances and restore the tower, the City may do said work at Licensee's expense.

At the City's option, the City shall have the right upon abandonment by Licensee to use Licensee's repeater rather than require its removal. If the City so elects, it is understood and agreed that the City shall have full ownership and control of Licensee's abandoned repeater at no cost to the City.

20. Miscellaneous Provisions

A. All covenants and conditions herein contained are to be construed strictly against Licensee and only such privileges as are herein expressly set forth shall be construed to have been granted to Licensee, the rights and privileges of the City in all other respects being unimpaired.

B. Licensee agrees that this Agreement and all the covenants contained herein shall extend to and bind Licensee, its heir, administrators, executors, successors and assigns, or any future owner or owners of Licensee's repeater. Liability under this Agreement shall terminate only upon the occurrence

of one (1) of the following conditions:

(a) the permanent removal of the repeater and other appurtenances, if such is required by the City, and restoration of the tower at Licensee's cost and expense, subject to the satisfaction and approval of the Department of Communications or any other affected department, commission, agency, board or office of the City; or

(b) the execution of another agreement, together with any bond that may be required, both in form approved by the City Solicitor of Philadelphia (the "City Solicitor"), by a future owner, successor or assign of the Licensee's repeater delivered to the City and accepted by the City Solicitor in substitution and lieu of the present Agreement and Bond.

C. Licensee shall not assign or transfer any authorization, rights or interests granted under this Agreement and no authorization, rights or interests granted to Licensee shall inure to the benefit of Licensee's successors and assigns, without the prior written consent of the City, which will not be unreasonably withheld.

D. Licensee shall promptly notify Licensee prior to any transfer or acquisition of possession or control of the rights and interest granted under this Agreement by any such entity. Such entity shall not exercise working control or transfer working control to any other entity without the prior written consent of the City. The Phrase "working control" as used herein shall mean the power to direct or manage the day to day business operations of Licensee's repeater.

E. In the event Licensee is granted a certificate of public convenience to operate as a public utility in accordance with the Act of July 1, 1978, Pa. C.S.A. No. 116 § 1, as amended (106 Pa. C.S.A. No. 116 ¶ 101 et seq.), known as the Public Utility Code, City, at its sole option, may elect to continue under the provisions of the Agreement or terminate this Agreement and enter into a new agreement with Licensee.

F. No alterations, amendments or additions to this Agreement shall be binding upon either party unless set forth in writing and signed by both parties. This Agreement shall be governed as to its effect and interpretation by the laws of the Commonwealth of Pennsylvania.

G. The provisions of this Agreement are severable and it is the intention of the parties hereto that if this Agreement cannot take effect in its entirety because of the Final Judgment of any court of competent jurisdiction, holding invalid any part or parts thereof, the remaining provisions of this Agreement shall be given full force and effect as completely as if the part or parts held invalid had not been included therein.

H. It is expressly understood and agreed by and between the parties hereto that this License sets forth all the promises, licenses, conditions and understandings between Licensor and Licensee and there are no promises, licenses, conditions or understandings, either oral or written, between them other than as are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alterations, amendment, change or addition to the License

shall be binding upon Licensor or Licensee unless reduced to writing and signed by them.

IN WITNESS WHEREOF, and intending to be legally bound hereby,
the parties hereunto affixed its corporate seal and caused these presents to be properly executed, the day and year first above written.

LICENSOR:

THE CITY OF PHILADELPHIA, acting through
its Department of Communications

By: _____

APPROVED AS TO FORM
Stephanie Franklin-Suber, Acting City Solicitor

Per: _____
City Solicitor

LICENSEE:

PHIL-MONT RADIO CLUB, INC.

By: _____
CEO/President

CORPORATE SEAL: By: _____
Secretary/Treasurer